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**West Bank & Gaza Mission  
Office of Contracts Management**

Issuance Date: December 4, 2001  
Closing Date: January 24, 2002  
Closing Time: 3:00 p.m. Local Time

Subject: Request for Proposals (RFP) No.: 294-2002-004, USAID/West Bank & Gaza Emergency Assistance Program to the Palestinians in the West Bank and Gaza through local NGOs.

Dear Sir/Madam:

The United States Agency for International Development Mission to the West Bank & Gaza (USAID/WBG) is seeking proposals from qualified U.S. organizations to support the delivery of the emergency services described herein by providing grants to Palestinian Non-Governmental Organizations.

It is anticipated that a two-year, Cost-Plus-Fixed-Fee completion type contract will be awarded for these services at a total estimated cost not to exceed ten million U.S. Dollars. Revealing the maximum cost for this program does not mean that offerors should necessarily strive to meet the maximum amount. Cost proposals shall be evaluated as a part of the Best Value determination for contract award.

Sections B through J of this solicitation will become the contract, with all blanks to be completed by the Contracting Officer as derived from the contents of the successful proposal.

Proposals shall be due (above date and time) in accordance with FAR 52.215-1 at the following location:

By U.S. Mail

Erin E. McKee  
Contracting Officer  
USAID  
Unit 7228, Box 0026  
APO AE 09830

By Courier

Erin E. McKee  
USAID/ c/o American Embassy  
71 Hayarkon St.  
Tel Aviv, 63903, Israel  
Phone: (972) 3 511-4871

Offerors are advised that funds are not yet available for award at this time. This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal.

Interested offerors may submit questions in writing to Ms. Reine Joubran, Procurement Specialist at USAID/west Bank & Gaza no later than December 21, 2001. Ms. Joubran can be reached via e-mail at [Rjoubran@usaid.gov](mailto:Rjoubran@usaid.gov) or via facsimile at (972) 3-511-4893. Receipt of this RFP through the Internet must be confirmed by written notification to Ms. Joubran if the offeror wishes to be notified of any amendments to the solicitation. Offerors should retain for their record copies of any and all enclosures that accompany their proposals.

Sincerely,

Erin E. McKee  
Contracting Officer

Enclosure: RFP No.: 294-2002-004

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 85
2. CONTRACT NO.	3. SOLICITATION NO. 294-2002-004	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED December 4, 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Office of Contracts Management USAID Unit 7228, Box 0026, APO AE 09830		CODE	8. ADDRESS OFFER TO (If other than Item 7)		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"					

### SOLICITATION

9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>item 7</u> until <u>3:00 P. M</u> local time <u>January 24, 2002</u> . CAUTION LATE Submissions, Modifications, and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:	A. NAME Erin E. McKee	B. TELEPHONE NO. (NO COLLECT CALLS) Intl CODE 972-3		NUMBER 511-4871	EXT. 	C. E-MAIL ADDRESS emckee@usaid.gov

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF Contracting Officer (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this Contract is to deliver emergency services to the Palestinians in the West Bank and Gaza.

**B.2 CONTRACT TYPE AND CONTRACT SERVICES**

This will be a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth below, the successful offeror (Contractor) will provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

**B.3 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

**B.4 ESTIMATED COST AND OBLIGATED AMOUNT**

- (a) The total estimated cost for the performance of the work required hereunder will not exceed \$10,000,000.00.
- (b) Within the estimated cost specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor for performance hereunder is \$\_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_.

**B.5 LINE ITEMS**

		AMOUNT
		OBLIGATED
CLIN 0001 - Administrative and Managerial Services		\$_____
CLIN 0002	Grants	\$_____

## B.6 ITEMIZED BUDGET

CLIN 0001	Year1	Year2	TOTAL
Admin/Management			
	US\$	US\$	US\$
Salaries & Wages			
Fringe Benefits			
Overhead			
Consultants			
Travel/Transportation/Per Diem			
Overseas Allowances			
Nonexpendable Property			
Other Direct Costs			
Subcontracts			
G&A			
Total Estimated Cost			
Fixed Fee			
Total Estimated Cost plus Fixed Fee			

CLIN 0002	Year1	Year2	Total
Grants			
	US\$	US\$	US\$

## B.7 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
-------------	------	------	------	--------

[TO BE DETERMINED]

[End of Clause]

## B.8 CEILING ON INDIRECT COST RATES (DEC 1997)

- (1) Reimbursement for indirect costs shall be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Period
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[TO BE DETERMINED]

- (2) **The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.**
- (3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Grant/Agreement/Contracting Officer.

[End of Clause]

[End of section B]

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### SECTION C SCOPE OF WORK

#### I. Objective

This scope of work describes services to be provided by the Contractor to USAID/West Bank and Gaza Mission Strategic Objective Team 8 (Improving Community Services). The Strategic Object Team seeks timely, appropriate, effective interventions that respond directly to the hardships being faced by average Palestinians as a result of the current situation. In particular, the Mission wishes to:

- a. Provide resources to the Palestinian community, using Palestinian non-governmental organizations (NGOs) as the delivery vehicle, that will contribute to impeding the process of disintegration that is negatively impacting critical sectors, including the economy, health, education, and services that reach out to particularly vulnerable populations, including children, women, the elderly, the disabled, the chronically impoverished and populations that are geographically or sociologically marginalized.
- b. Identify critical (including emergency) needs of constituent populations of Palestinian NGOs and to deliver services to those populations.
- c. Establish a system of grants-making to Palestinian NGOs in order to support their response to emergency needs and to provide critically needed services to people who will not be able to otherwise access those services.

Under this Scope of Work the Contractor will implement a \$10 million, 2 year program that will provide grants to Palestinian non-governmental organizations to support delivery of services to the Palestinian population of the West Bank and Gaza Strip. These services are anticipated to illustratively include, but not be limited to, employment generation, health, social welfare services, education, rehabilitation, emergency food support strategies, assistance to farmers and the agricultural sector, seasonal response (e.g. winterization, drought relief), and shelter rehabilitation.

The Contractor will:

- a. Design and implement a grant-making project component that is accessible and user friendly to even small, community-based Palestinian NGOs.
- b. Design and implement a method of ongoing rapid needs assessment to ascertain that grants are targeting needy populations and are not redundant or duplicative of other USAID, donor, United Nations Relief and Work Agency (UNWRA), or community efforts.
- c. Design and manage a system to support procurements that may need to be undertaken by Palestinian NGOs lacking the administrative and managerial capacity to conform to USAID procurement regulations and guidelines.
- d. Design and implement a monitoring and evaluation system for the grant-making and service delivery of recipient organizations. This system must be capable of accurately ascertaining that assistance is effectively reaching needy populations and assessing the impact of the assistance provided.

#### II. Background

The 1993, the Oslo Agreements between the Palestinian Liberation Organization and the State of Israel laid a framework for negotiations that were to lead to a comprehensive peace treaty between the two parties. The signing of the Oslo Agreements resulted immediately in the establishment of the Palestinian Authority (PA) in the West Bank and Gaza Strip. This has resulted in an extremely complex system of Areas A, B, and C where Palestinian authorities and Israeli authorities have different levels of responsibility for civil and security matters and population movements. At this writing, Area A, where the Palestinian Authority has full security and administrative control, is comprised of the heavily populated Palestinian towns of the West Bank, and much of the densely populated Gaza Strip.

The United States Government, a key player in the negotiations between the Palestine Liberation Organization, and then the Palestinian Authority, and the State of Israel, has been very proactive in its efforts to encourage the negotiating process. Part of this encouragement has been the explicit recognition that a successful move to a real peace agreement will entail compromises for both parties to the agreement. In order to have the support of individual Palestinians in the West Bank and Gaza for compromises that will be perceived as difficult, they must perceive, in a very real way, the benefits of peace.



The United States Agency for International Development (USAID) has been a central actor in the effort undertaken by the international donor community to assist and support the development of the West Bank and Gaza Strip and to assure that tangible benefits of peace were apparent to the population. USAID/West Bank and Gaza has five Strategic Objectives ( SOs) and one special objective:

SO1 Expanded Economic Opportunities  
SO2 Increased Access to and More Efficient Use of Scarce Water  
SO3 More Responsive and Accountable Governance  
SO7 Healthier Palestinian Families  
SO8 Community Services  
SPO Higher Education

It is important to note that USAID/West Bank and Gaza is not abandoning a development program in favor of an emergency assistance program. Rather, the Mission recognizes that the risk of the gathering humanitarian crisis reversing development gains is so great, and that the human need is so compelling, that the Mission wishes to address immediate emergency needs as well as continue to work towards long range development goals. The Mission believes that the universe of sectors and potential work encompassed in the Mission Strategic Objectives are relevant. The program described in this Statement of Work is intended to address emergency related needs in an effective manner. However, the degree to which that can be done in ways that are a platform for long-term development will be an important asset to overall Mission goals. Efforts that contribute to the sustainability of Palestinian civil society, the survival of Palestinian businesses and factories, the health status of the population, enrollment of children, particularly rural, female, and Bedouin children in school, the retention of teenagers in the school system, support trends towards older average age at marriage, and assist farmers to continue growing and marketing produce using water efficient technologies are just a few examples of where emergency interventions may also contribute to long-term developmental goals.

In September 2000, Palestinian frustration with implementation of the peace process boiled over into violence. In the ensuing year, more than 600 Palestinians and nearly 200 Israelis have lost their lives as a direct result of the ongoing violence, the Intifada, and the number of Palestinians injured is estimated above 14,500, according to the Palestinian Red Crescent Society (PCRS). Of the injured to date, it is estimated that nearly 2000 people will suffer permanent disability as a result of their injuries, and that the vast majority of these are young men in their teens and early twenties.

Israel, in an effort to control and quell events, has tightened and expanded the closure imposed on the West Bank and Gaza since 1993. At this writing, the population of the Gaza Strip is prevented from leaving Gaza and the West Bank is divided by Israeli military checkpoints into 130 cantons. The closure impedes, and often prevents, movement of people from one area to another, inhibiting access to medical care, movement of goods and supplies, and access to education and social service facilities. The short-term and direct economic effects of such conditions are reduced income to farmers, workers, merchants and business people who are unable to reach their places of employment or obtain inputs and/or sell goods and services. In turn, the effect of income loss has been a decrease in demand for goods and services produced in the domestic economy, generating a further decline in production and employment. Furthermore, due to the difficulties, increased time, and dangers of moving from area to area, the cost of public transport has tripled and quadrupled.

One of the most striking problems of the closure is unemployment. Conservatively estimated, unemployment in the West Bank rose from 7.5 to 26.3 percent, and in Gaza, from 15.5 to 33.5 percent between September and December 2000, the first three months of the uprising. Loss of jobs in the Israeli employment market was exacerbated by the spin-off loss of 80,000 jobs in the domestic economy caused by declining consumer demand and reduced productive capacity due to shortages in raw materials and other inputs, higher transaction costs, and restricted access to markets .

The closure has also adversely affected the health of the population as access to health facilities is limited and the ability of the population to pay for health care or health insurance premiums is impeached. The Ministry of Health reported recently that revenues for health insurance had dropped 68 percent. They further reported that they were providing free health care to unemployed farmers and workers, since there was no other recourse. This is a heavy burden for a Ministry already working under a large fiscal deficit, reported by the Ministry to be \$19.25 million in June 2001. The Ministry of Health, furthermore, reports sharp increases in many areas of infant mortality rates, high risk pregnancies, and the incidence of home deliveries, all of which it attributes to the closure and increasing poverty. Anemia, always a problem in the West Bank and Gaza, particular amongst women and children, is rising, with its

attendant health risks. This is, in part, attributed to the inability of families to purchase foods rich in iron and to the fact that many families use sweetened tea, which inhibits absorption of iron, as a food stuff to fill the stomach and reduce feelings of hunger.

Educational institutions have been negatively impacted by the constraints the worsening economic situation places on the national budget and closures that impede staff and students. NGOs representing women and women's interests, who had been primary providers of preschool and kindergarten education, have suffered serious attrition in funding since the signing of the Oslo Accords, making their efforts to respond to the current crisis even more difficult. Universities, all of which are NGOs, are facing the economic constraints of students unable to pay dues and shrinking possibilities of funding from other sources. The Ministry of Education is unable to pay teachers adequately, build classrooms to accommodate the burgeoning school age population, or provide books or basic teaching materials. Anecdotally, teachers report that children have reported to their overcrowded classrooms this fall without adequate clothing or school supplies. It may be assumed, based on the poverty statistics, that these children are also undernourished when they appear at school.

As the Palestinian Authority finds itself less and less able to collect revenues, reach its population, and plan, the services and social security safety net are weakened and damaged. NGOs, which have always been active in providing services to marginalized groups, women, and children, find themselves carrying an ever heavier load without an expanded resource base. The objective results of the violence, closure, and the inability of Palestinian workers to reach jobs in Israel and the domestic economy to replace those jobs, are devastating and there is mounting concern that the West Bank and Gaza stand on the precipice of a humanitarian disaster.

In 1998, the Palestine Poverty Report reported that the percentage of the Palestinian population, including Jerusalem, living in absolute poverty (e.g. an income under about \$2.10/per person/per day) was 23 percent. The most recent data indicates a steep increase in the poverty rate. The number of people living below the poverty line rose sharply to 35 percent by the end of December 2000.

The West Bank and Gaza are home to a significant Palestinian refugee population. Approximately 29 percent of people in the West Bank (1.96 million total estimated population) are registered refugees, 27 percent of whom actually live in refugee camps, and 78 percent of the population of Gaza (1.06 total estimated population), 55 percent of whom live in camps, are refugee. All registered refugees have access to social, health, education, and economic services provided by UNWRA, which has provided them with something of a safety net. However, UNWRA itself is challenged beyond its limits by the situation and while refugees may have access to emergency assistance not available to non-refugees, it cannot be assumed that the refugee population is insured by the work and presence of UNWRA. Indeed, many NGOs serve in refugee camps and count refugees and non-refugees alike as their constituencies and target groups.

Palestinian NGOs have a substantive history and experience in meeting the needs of the population in times of crisis. Many were founded in response to wars and dislocation, and NGOs performed many of the services that a government would during the years of Israeli occupation of the West Bank and Gaza from 1967 – 1993. It is estimated that there are about 600 active NGOs working in the West Bank and Gaza in every sector imaginable. NGOs provide almost 100 percent of preschool and kindergarten education, 11 percent of basic education, and 100 percent of tertiary education. Approximately 45 percent of primary health care is delivered by NGOs and 68 percent of hospitals are owned and run by NGOs. Almost 100 percent of rehabilitation and services to the disabled are in the NGO sector. NGOs are key players in agricultural extension, micro-credit and finance, and environmental matters. Because the NGOs are experienced in rising to occasions, are already present and functioning on the ground and are present in local settings, they are an excellent potential vehicle and conduit of emergency aid to Palestinian communities.

### **III. Statement of Work**

There are three main components to this Grants under Contract (GUC) instrument: (1) Grant making to Palestinian NGOs to support their delivery of services in response to their constituencies' critical needs, (2) Ongoing needs assessment to inform and target grant-making priorities such as, employment generation, health, social welfare services, education, rehabilitation, emergency food strategies, assistance to farmers and the agricultural sector, seasonal responses, and shelter rehabilitation, for example, (3) A monitoring and evaluation plan that will (i) track and evaluate individual project awards, (ii) provide feedback and calibration for the efficacy of the needs assessment system, and (iii) track and monitor the overall performance, direction, and impact of the entire project grant portfolio.

#### **D. A. Grants Management**

The Contractor will be expected to design and manage a grants making mechanism that is efficient, transparent, and flexible. The ability of the Contractor to mobilize and implement the grants solicitation, review, and awards process quickly is of great importance. The application and award procedures must be simple, and focus on small grants, to be accessible to small, community-based NGOs.

There are a number of large, sophisticated Palestinian NGOs that work on the national level, managing large, complex networks of service providers. Some of these organizations are capable of managing larger grants and the grant-making mechanism also needs to be able to capitalize on their abilities to manage larger amounts of money and execute work on a national basis. The grants program, in other words, needs the flexibility to reach out to NGOs of varying sizes and capacities.

One of the advantages of funneling emergency assistance through Palestinian NGOs is that the NGO sector in the West Bank and Gaza is well-developed and all communities are served by NGOs in one way or another. NGOs have access to remote communities or communities where access is limited in a way that is difficult for a donor or a central government to imitate.

One of the impediments to grant-making is that many NGOs that provide vital services to particular catchment areas are characterized by fairly weak financial management and internal control and governance systems. The grants management design will need to take this fact into account – that organizations that may be excellent vehicles of assistance to hard-to-reach populations will not be able to manage advances of significant amounts of funding at any particular time.

Typical of crisis situations, the groups most severely impacted by the current events are those that are already vulnerable. In the West Bank and Gaza, the northern and southern areas of the West Bank, and particularly the rural communities, the Jordan valley communities, and most of the Gaza Strip, but especially the southern Gaza Strip are home to significant chronically poor, unemployed, underserved, and vulnerable populations. The project design must reach out to those remote geographic areas so that the incorporation of the NGOs that serve there is part of the design, not a happy accident.

Another characteristic of almost all Palestinian NGOs is that they are poorly capitalized. The grants-making scheme will need to be able to address this constraint in a realistic and practical manner that takes into account USAID regulations governing grant-making.

While the program envisioned is an emergency response program, a grants mechanism that supports activities and organizations with long-term development gains is desirable. Grants award criteria should address this interest.

It may be anticipated that some procurement will be necessary for NGOs providing emergency services to the community. The Contractor will be required to propose a procurement system that will assist NGOs that lack the administrative and managerial capacity, and the knowledge, to procure goods, supplies, and equipment to supplement the assistance provided, if appropriate. It is important to note that this project is not an equipment or supply drop, but that procurement is to facilitate and complement the service provision of NGO grant recipients of the project. Examples of the kind of procurement envisioned might include basic winter clothing for families in need or appropriate, low-tech heating equipment for families with infants. Procurement of this kind could also include materials such as bricks or cement for labor intensive community works. The Contractor shall be responsible for funding, overseeing, and managing procurement and logistics of equipment approved for purchase. The Contractor shall be responsible for assuring compliance with USAID procurement regulations, including a fair competitive bidding process, that provides best quality, value and service for the settings in which the equipment is to be used.

The mechanism for implementing this component shall be in accordance with the following guidelines and within the following parameters:

#### **1. Grants Under Contract (GUCs)**

**The Contractor is requested to propose the design of an accessible, user-friendly system(s) through which local non-governmental organizations (NGOs) will be invited to apply for grants. It is important to note that this system is intended to be transparent and fair, but that NGOs are not expected to be in direct competition with each other. Explicitly, Gaza NGOs are not expected to compete with West Bank NGOs for access to funding. The intent of the application process is to create a very flexible, rapidly implementable program, which is driven by community needs, interests, and immediate priorities. This design should:**

- a. Propose a grant making program in accordance with the requirements set forth in ADS-303 and 22 CFR 226, that can accommodate a program for providing a number of simplified fixed obligation grants.
- b. Suggest an appraisal system for proposals for funding.
- c. Manage funding to organizations whose internal control structures are weak or absent.

## 2. Grant Procedures

Grants will be given only following the completion by the Contractor of an organizational checklist and the determination by the Contractor that the NGO is grantworthy ("responsible") and has the capacity to successfully undertake the program.

### a. Grant-Management Database

The Contractor shall be responsible for developing and maintaining grant files, including all required or relevant pre-award and post-award documentation and data ( e.g., advertisements placed, original applications and revisions/addenda, grantee representations and certifications, pre-award audits/surveys [organizational assessments], negotiation memoranda, determinations and findings, the grant and amendments/modifications thereto, reports, correspondence and post-award approvals, recipient-contracted audits, etc.).

The Contractor shall also collaborate with the Cognizant Technical Officer (CTO) to develop, maintain, and continuously update a computerized database (using applications software compatible with USAID) containing information and data to be specified by the CTO. The database program must be approved by the CTO. Access, d-BASE 5, or a similar database programs are acceptable -- Front- end programs used to access the data must be either Windows Visual Basic 3.0 or higher or Windows Visual C. Unless the CTO advises otherwise, such information and data shall, at a minimum, include:

- (i) The identification of expressions of interest/grant applications received (name, address, telephone number, fax number, e-mail address, etc., of applicant, title of application or identification of subject matter, application date, and application amount);
- (ii) Date each expression of interest/grant application is received;
- (iii) Summary of results of review/evaluation of each application;
- (iv) Names of reviewers/evaluators for each application;
- (v) An indication of whether the application was recommended for funding in whole or in part;
- (vi) Date written notification to unsuccessful applicants was sent;
- (vii) Date discussions/negotiations were conducted;
- (viii) Date revised applications/addenda were received;
- (ix) Identification of grants awarded (number, name of grantee, amount, and term) ;
- (ix) Dates and content of any grant amendments/modifications (including any changes to the term or amount); and
- (x) Impact monitoring data.
- (xi) A tracking/tickler system for ensuring that correspondence, reporting, or other actions are performed on a timely basis by the Contractor, USAID, and/or grantees.

### b. Drafting and Advertisement of the Request for Proposals (RFA )

**The Request for Applications (RFA) will be the responsibility of the Contractor. The exact number of RFAs to be issued is not yet known. It is anticipated that the program/RFAs will be widely advertised. The Contractor shall propose to the CTO the periodicals in which the advertisements will be placed. The CTO shall provide comments/approvals on the proposed periodicals. Each draft advertisement must have the prior written approval of the CTO prior to publication. Once the CTO provides comments on and approves the draft advertisement, the Contractor shall place those advertisements.**

The Contractor shall draft RFAs and ensure full compliance with U.S. Government and USAID laws, regulations, policies, and guidelines, and attract reasonable and possible financial participation (cost-sharing/matching) from the prospective grantees and the

communities they are servicing. The Contractor and the CTO shall jointly develop the evaluation/selection criteria to be used in each RFA, and the final evaluation/selection criteria shall be subject to the prior written approval of the CTO.

c. Issuance/Distribution of the RFA

**For all RFAs, the Contractor shall be responsible for issuing and distributing the RFAs, and any amendments thereto, to all organizations which request a copy.**

d. Receipt and Acknowledgement of Applications

**The Contractor shall provide an acknowledgement to the applicants that their applications have been received within 10 days of receipt of the application.**

e. Screening and Reviewing/Evaluating Applications and Notification to Unsuccessful Applicants

The Contractor shall, in conjunction with the CTO, screen and review/evaluate applications as follows:

i. Contractor Review/Evaluation and Report

The Contractor shall conduct a review/evaluation of those applications received using the evaluation/selection criteria approved by the CTO. The Contractor shall document this process, and the results, in a written report to the CTO.

ii. Review/Evaluation/Shortlist

The Contractor shall maintain a record of each responsive application which will be available at any time to USAID.

iii. Notification

The Contractor shall draft a notification to those NGOs which submit applications which are reviewed/evaluated by the Contractor and the CTO, but are not included on the shortlist described above. The notification will thank those organizations for their interest and notify them that they were not included on the shortlist, with a brief explanation as to why they were not included (this explanation may be taken from the evaluation reports), and shall describe deficiencies/weaknesses and areas capable of improvement, and otherwise provide a basis for the applicant's understanding of why the application was not included on the shortlist. Such notifications shall not reveal any proprietary cost, technical, or other information from other applications, shall not constitute "technical transfusion," and shall not make comparisons to other applications. The Contractor shall ensure delivery of such notification to the unsuccessful applicants, using the most expeditious, but cost-effective, means. The Contractor shall retain one copy of the notification and application in its files.

f. Conduct of Pre-Award Organizational Assessments and Pre-Award Evaluations

For those applications which are included on shortlists, the Contractor shall, in accordance with Federal and USAID regulations, policies, and guidance, ascertain (usually from USAID Missions and/or the USAID Regional Inspector General [RIG] office[s] in the region) whether the organization has adequate accounting, financial management, and other systems of internal controls (including, as appropriate, policies, procedures, and practices related to personnel [including personnel compensation], travel, procurement, and property management) necessary for ensuring the proper use and accountability of USAID funds and USAID-funded resources. If the Contractor cannot affirmatively ascertain and determine that a prospective grantee has adequate systems, the Contractor shall perform or arrange for pre-award evaluations of the prospective grantees in accordance with Federal and USAID regulations, policies, and guidance. Even for organizations which are determined to have adequate systems, pre-award evaluations may be required to review the allowability and reasonableness of proposed grantee indirect cost rates and bases of application.

g. Assistance in Program Proposal Preparation

The Contractor -- if and when needed, and as directed by the CTO -- shall assist the applicants in preparing a revised application/addendum to the original application detailing objectives, services provided, activities to be undertaken, customers served, sources of finance, program and institutional budgets, staffing, geographic areas targeted, schedules, phasing of program services, monitoring and evaluation systems, reporting requirements, and all other aspects necessary to evaluate the revised application/addendum. The proposal development process may be directly assisted by the Contractor or done through a grant to the NGO (assuming that the NGO is "grantworthy"/"responsible"), at the CTO's discretion and direction. In providing such assistance, the Contractor shall not divulge any information which would give an applicant an unfair competitive advantage, nor shall the Contractor engage in "technical transfusion" or "technical leveling" (as the terms are defined in FAR 15.610) or reveal proprietary information from other applications.

h. Technical Discussions/Negotiations and Submission of Revised Applications/Addenda to Original Applications

The successful applications will become the Program Descriptions (statements of work) of the grants to be awarded by the Contractor. That fact, combined with the fact that grants do not permit the grantor to give technical directions or make unilateral changes, makes it critical that the applications contain all information necessary for adequately defining the work to be performed, benchmarks and milestones, relationships, expectations and anticipated results, etc.

Therefore, unless an initial application is completely adequate to serve as the grant's Program Description, the Contractor shall conduct written technical discussions/negotiations (in the form of a letter) with the shortlisted applicants. Such technical discussions/negotiations shall convey the strengths and weaknesses discerned as a result of the evaluation of initial applications, and shall request the applicant to submit a revised application or an addendum to the original application. The responses shall be submitted to the Contractor. In conducting such technical discussions/negotiations, the Contractor shall not divulge any information which would give an applicant an unfair competitive advantage, nor shall such technical discussions/negotiations include "technical transfusion" or "technical leveling" or reveal proprietary information from other applications. The written technical discussion/negotiation letters are subject to the prior written approval of the Contracting Officer.

i. Analysis of Applications

The Contractor shall analyze the applications in accordance with Federal and USAID laws, regulations, policies, and guidance. This shall include, but not necessarily be limited to: (A) analyzing proposed costs in order to determine that all proposed costs are allowable, necessary, allocable, fair, and reasonable; (B) analyzing proposed activities to ensure that they are in compliance with applicable Federal and USAID laws, regulations, policies, and guidance ( e.g., Research Involving Human Subjects, Investment Promotion, Lobbying, Fundraising, Communications Products, etc.); (C) to the extent that proposed activities are not in compliance with applicable Federal laws, regulations, policies, and guidance, developing proposed solutions (subject to the prior written approval of the Contracting Officer); (D) obtaining and/or providing required "prior approvals" and/or documentation, thereby reducing post-award grant administration to the maximum practicable extent ( e.g., grantee procedures for the purchase and disposition of nonexpendable personal property, travel, source/origin/nationality, restricted goods, etc.); (E) ascertaining the need for, and subsequently obtaining, any required representations and certifications, or other relevant or supporting data, from the prospective grantees; and (F) making an affirmative determination of the prospective grantee's "grantworthiness"/"responsibility" (which is a prerequisite for the award of a grant) and/or determining the need for "Special Award Conditions."

j. Grant Approval and Award of the Grants

Following a decision to award a grant to an NGO by USAID and assuming that all discussions/negotiations are successfully concluded and that grant award would be in compliance with all applicable Federal laws, regulations, policies, and guidance, the Contractor shall, subject to funds availability, sign and award the grants on behalf of USAID to the organizations selected, in accordance with applicable Federal and USAID laws, regulations, policies, and guidance. Before awarding a proposed grant, the Contractor must receive the prior written approval of the CTO, including, but not necessarily limited to, approval as to: (1) the identity of the proposed grantee; (2) the amount of the proposed grant; (3) any management issues; and (4) the nature and description of the grant activities. The Contractor shall also comply with all Federal and USAID requirements for file and supporting/back-up documentation, e.g., negotiation memoranda, grantee representations and certifications, determinations and findings, pre-award evaluations, original applications and revisions/addenda, correspondence, etc. Since such Federal and USAID laws, regulations, policies, and guidance are constantly changing, the Contractor is obliged to keep current on any such changes, and ensure compliance and fulfillment of any new or revised requirements. The Contracting Officer must approve the first grant format and applicable terms and conditions, and any changes/revisions made for subsequent grants. No grant may have an expiration date after the estimated completion date of this contract, and the time required for preparation, submission, analysis, and resolution/closure of recipient-contracted audits and grant

close-out must be taken into account so that all post-award actions to be taken, or functions to be performed, by the Contractor are completed by the estimated completion date of this contract. Unless advised otherwise by the CTO, all grants shall be fully funded. For costs incurred in local currency and/or for costs incurred in the grantee's country, the grantee shall only make payments/disbursements in local currency. The grantee shall convert the U.S. dollars to local currency only through official banking channels. The grantee shall, to the maximum practicable extent, make payments/disbursements for costs outside of the grantee's country in the currency of the country in which the costs were incurred, and shall convert the U.S. dollars to that other currency only through official banking channels.

k. Post-Award Administration of the Grants

Following the award of grants, the Contractor shall, on behalf of USAID, perform post-award administration of such grants, in close collaboration with, and as requested or directed by, the CTO. This includes, but is not necessarily limited to: (A) monitoring grantees' performance and progress; (B) ensuring timely submission of reports by grantees and performing necessary follow-up to obtain required reports; (C) providing required post-award approvals, instructions/direction, or advice/guidance to the grantees; (D) subject to the prior written approval of the CTO, amending/modifying the grants, as necessary or desirable; (E) drafting and, where appropriate and/or as requested or directed by the CTO, signing and delivering correspondence with/to the grantees; (F) in coordination with the USAID Controller and Contracting Officer, ensuring recipient-contracted audits are performed when required and, subject to the prior written approval of the Contracting Officer of the proposed resolution, resolving and closing any audit recommendations (including the determination of allowability of any grantee-incurred costs and the utilization of the Contractor's best efforts to collect from the grantees refunds of/credits for any disallowed costs); and (G) performing timely closeout of expired grants in accordance with applicable Federal and USAID laws, regulations, policies, and guidance.

l. Collaboration with USAID

The Contractor is required to work very closely with the CTO and other members of the USAID Emergency Response Task Force. In the event that the Contractor receives advice, requests, direction, or guidance which, in the Contractor's opinion, is in conflict with relevant Federal and USAID laws, regulations, policies, and guidance, or the terms and conditions of this contract; or if the Contractor finds itself receiving conflicting advice, requests, directions, or guidance from USAID personnel, the Contractor shall immediately refer the matter to the Contracting Officer for resolution and a final decision.

m. Definition

As used in this contract, the term "Federal and USAID laws, regulations, policies, and guidance" refers primarily, but not exclusively, to: (1) the Federal Grant and Cooperative Agreement Act of 1977, as amended; (2) OMB Circular A-110; (3) the federal cost principles in 48 CFR 31.2, OMB Circular A-21, and/or OMB Circular A-122, as applicable; (4) 22 CFR 226; (5) USAID Handbook 13; (6) OMB Circular A-133; (7) the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General; (8) the USAID Automated Directives System (ADS) and/or USAID handbooks; (9) policy determinations; (10) 22 CFR 228; and (11) USAID Contract Information Bulletins. Because Federal and USAID laws, regulations, policies, and guidance were written for grants to be awarded directly by the U.S. Government or USAID, the Contractor may/shall make suitable alterations to reflect the fact that the Contractor is the Grantor. However, any significant deviation from such laws, regulations, policies, and guidance must have the prior written approval of the Contracting Officer.

n. Limitations

Without the prior written consent of the Contracting Officer, the Contractor may not award any grant to:

(1) Any organization or entity listed in the "Executive Order on Terrorist Financing (September 24, 2001)" as amended (see Section H); (2) any entity whose name appears on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; (3) any "Public International Organization" (see ADS-308 and Chapter 5 of USAID Handbook 13); (4) any Palestinian Authority (PA) governmental organization; or (5) any entity affiliated with the Contractor or any of its directors, officers, or employees. The Contractor shall not award cooperative agreements.

o. Grant Format

Each grant awarded by the Contractor on behalf of USAID under this contract shall be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description consisting of the grantee's original technical application and any revisions or addenda thereto;

and (4) the applicable mandatory and required-as-applicable standard provisions. Grants shall be in substantially the same form as is set forth in ADS-303, unless approved by the Contracting Officer. Each grant must contain provisions to define a sound and complete agreement and giving the contractor and USAID the right to terminate the grant unilaterally, at USAID's request, in extraordinary circumstances. All grants must contain provisions: (1) to allow for administrative or legal remedies in instances where grantees violate grant terms and provide for such remedial action as may be appropriate; (2) for termination by the Contractor, describing the manner by which termination will be effected and the basis for settlement; and (3) for resolving disputes between the Contractor and the grantee (the USAID standard provisions entitled "Disputes," as set forth in ADS-303 or Chapter 4 of USAID Handbook 13, may not be used). No grant funds shall be used to provide assistance, either directly or indirectly, to any country ineligible to receive assistance pursuant to the Foreign Assistance Act as amended, related appropriation acts, or other statutes and Executive Orders of United States. All grants shall specify that the grant funds are Federal funds for the purposes of the recipient-contracted audits.

p. Right of USAID to Supersede Contractor Decisions

Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act, or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this contract, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; and (3) take over (or have another contractor take over) the administration of any grant awarded hereunder.

q. Amendment/Modifications of Grants

The Contractor has the authority to make, without the prior approval of the Contracting Officer, written amendments/modifications to awarded grants, provided that the amendments/modifications (1) are of a minor or administrative nature; (2) do not change the obligated amount or the purposes of any grant; and (3) are satisfactory to the grantee, providing that the Contractor notifies the CTO of these changes as soon as possible. The CTO must provide prior written approval for all other grant amendments/modifications.

r. Conflicts

In performing its duties hereunder, the Contractor shall scrupulously avoid any conflicts of interest. Should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the Contracting Officer.

s. Records Retention

The Contractor shall act as custodian for USAID of all records relating to the grants. The Contractor shall preserve all records with respect to its grant-making and grant administration hereunder. USAID and the Comptroller General shall have full access to all documents, papers, and other records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

t. Liability

The Contractor shall have no liability to USAID with respect to its awarding and administration of grants on behalf of USAID hereunder, or with respect to the acts or omissions of its grantees hereunder, except to the extent that losses to the USAID foreign assistance program arise from the Contractor's negligence or bad faith, or lack of due diligence, in performing its responsibilities hereunder.

## **E. B. Needs Assessment**

USAID has awarded an Emergency Medical Assistance Project to CARE International and an Employment Generation Project, and is currently mobilizing its flagship health project titled Improved Village and Community Health Services Project (IVCHS), that is being implemented by PricewaterhouseCoopers. It is anticipated that a Sentinel Surveillance System (SSS) will be put in place in the very near future by the Emergency Medical Assistance Project and USAID would expect this project to benefit from the data generated by the SSS and to not duplicate that method of information and data collection. The TAMKEEN project in the Democracy and Governance Office provides grants to Palestinian NGOs that support service provision activity. The USAID Community Service



Project works in over 200 villages throughout the West Bank and Gaza. Offerors responding to this Request for Proposal must demonstrate a familiarity with current emergency response programs in the West Bank and Gaza.

The Contractor shall put a needs assessment system into place that is able to: (1) conduct an initial rapid appraisal of needs and targets of maximum impact for effective grant-making within the first 45 days of project life, and (2) monitor the needs and report on adjustments required to ensure this activity remains a flexible and fast delivery system of support to people in need. Coordination with Mission SO teams is imperative to ensure that duplication of rapid appraisal of needs is avoided.

### **C. Monitoring and Evaluation**

The Contractor will propose and implement a monitoring and evaluation system that tracks the work being done by NGO grant recipients under the project and the effectiveness and impact of that work. Follow up evaluation of the work, and assessment of potential long-range development contributions will be part of this system.

## **IV. Personnel**

Experience on the ground demonstrates that responsible grant-making to Palestinian NGOs is a labor intensive business. The Mission anticipates the need for a Contractor team that is well-grounded in the community with professional level NGO expertise to work with NGOs in the application, negotiation, and implementation process. Due to the nature of the closures, staff will, of necessity, have to be based in strategic localities to facilitate communications, outreach, and monitoring, as well as providing valuable insight into the work and mission of local-level NGOs. Note that the Mission also anticipates permanent Contractor presence in Gaza in order to implement this program.

### **A. Chief of Party**

The Chief of Party is anticipated to be a seasoned professional with at least five years of senior management level experience working on USAID funded projects. Experience in managing community development, emergency, and grants projects with NGOs is essential. The evaluation panel will regard experience in the developing world as a requirement and in Middle East or the West Bank and Gaza, as a very positive advantage. An ability to work constructively with a wide range of people and accommodate divergent interests and agendas is a must for this high-profile position. The Chief of Party will be expected to interface professionally on a daily basis, not only with project and Mission staff, but also with the Palestinian community. He/she will be expected to provide the project with a dynamic, community outreach-oriented culture and a professional record of fieldwork and hands-on project management will be very important. Arabic language ability will be favorably regarded.

### **B. Grants and Procurement Manager**

The Grants Manager will be able to demonstrate hands-on experience in contract design and administration in order to manage and oversee the 'grants under contract' component of this project as well as the subcontracting. Substantial experience administering USAID contracts and a thorough knowledge of USAID regulations regarding contracting and procurement is a requirement. Knowledge of the region, and particularly of the West Bank and Gaza, will be favorably regarded.

## **V. Special Considerations**

Due to the impact of severe economic dislocation, the Palestinian community of the West Bank and Gaza is facing an imminent humanitarian crisis as social safety nets have exceeded their carrying capacity and alternative sources of income are exhausted. The crisis is real and it is urgent.

ntly, the ability of the project envisioned in this Request for Proposals to mobilize quickly, put a grant making system into place, and operate it effectively is of the utmost importance. The offeror shall design a start up, personnel mobilization, and grants-making system that will be in place in the West Bank and Gaza and operational within 45 days of contract award. Initial grant awards should be made 90 days following Contract signing.

ds headed by women are amongst the most likely to be in absolute poverty and the children in those households at serious risk. The offeror's proposal will demonstrate an explicit understanding of the role of gender in vulnerability and propose how the grants program will reach out to female-headed households in particular.

## **VI. Reports**

### **A. Reports**

Two copies of all reports will be submitted in English, by the Contractor, to the USAID Cognizant Technical Officer, identified in Section G of the Contract.

#### **1. Implementation Report**

An initial Implementation Report will be required 45 days after contract award date. This Report will describe activities undertaken to facilitate start-up of the project, any delays/problems encountered and solutions, and planned additional activities to be undertaken to facilitate start-up. The Implementation Report will include the findings of the initial rapid assessment to target the first round of project grant-making. The Report will also include a description of any proposed deviations from the Contractor's technical proposed approach and a discussion of why the deviation is recommended.

#### **2. Annual Work Plan**

An Annual Work Plan, shall be submitted once a year, and updated as necessary. This Plan will include projected tasks for the coming year and a chart listing indicators and results and showing current levels of accomplishment towards those indicators and results.

The Annual Workplan will include the selection criteria for grants and annotate proposed changes to such in order to allow project flexibility and responsiveness, describe the establishment and implementation of a needs assessment system and propose how outputs of this system are to be reported, analyzed, and to inform the project. The Annual Workplan will, furthermore, describe the monitoring and evaluation system, including methods of data collection and reporting and analytic methodology.

The Annual Work Plan shall include a narrative analysis of project responsiveness to changes in the political/community status quo.

#### **3. Financial Reports**

Financial Reports will be submitted on a quarterly basis and should outline the amount of funds spent on each component of the project and an estimate of future funding for each component required.

#### **4. Audits and Financial Reviews**

**The Contractor will contract for the services of one or more CPA firms, approved by USAID, to conduct pre-award management reviews, annual audits of each organization receiving more than \$100,000 per year, and annual financial reviews of each organization receiving**

**\$100,000, or less per year. All such audits and reviews will be performed in accordance with International Audit Standards and USAID audit guidelines and regulations.**

The Contractor will provide USAID with semi-annual reports on the status of all audits and financial reviews and all open audit finding. The Contractor will also provide copies to USAID of annual audit statements and other financial reports for sub-grantees as available.

5. Progress Reports

Progress reports are to be submitted quarterly, with the first Implementation report viewed as the first quarterly report. These reports will indicate, in detail, the progress made in implementing the project, results, and obstacles. The data and analysis on the ongoing needs assessment and monitoring systems will also be included in the quarterly reports.

6. Final Report

The contractor will submit a final report at the end of the project. This report will report objective activities (e.g. number of grants, to whom, for what, target beneficiaries) and needs assessment activities and findings. The final report will analyze the effectiveness of the project in terms of delivering emergency assistance and services to needy people, pegging that delivery against findings of the needs assessments.

**B. Results and Deliverables**

(a) The results of this project should be:

1. A functioning, efficient grants-making mechanism that is able to deliver grants to small and large Palestinian NGOs in compliance with USAID regulations.
2. A simple, transparent, grant application and appraisal system that can be accessed physically (i.e. hard-copy) and electronically (i.e. soft-copy).
3. A needs assessment system that is able to rapidly and continuously gauge changing needs and areas of maximum impact.
4. Transparent criteria for grants award selection that is informed by the ongoing needs assessment in accordance with USAID regulations.
5. A cost share element and system, whereby local NGOs will contribute to projects funded by grants.
6. Grants to Palestinian NGOs that deliver goods and services to those in need in a timely and responsive manner.
7. A procurement mechanism that supports appropriate procurement needs of recipient NGOs.
8. Innovative solutions for awarding to NGOs that face liquidity problems.
9. A monitoring and evaluation system that steadily tracks the effectiveness of the project and the successes and failures of the needs assessment system.
10. Increased goods and services are delivered to Palestinians that address real and pressing humanitarian needs.

(b) To this end, the Contractor will be expected to deliver the following:

1. A comprehensive grants competition and award system and a streamline implementation and management system for post award.

2. A practical, simple, effective needs assessment system.
3. A system for measuring the impact of activities funded under the grants.
4. The award of grants to NGOs throughout the West Bank and Gaza to support service provision that meet pressing humanitarian needs.
5. 40 percent of the grants awarded to Gaza based organizations (minimum requirement).
6. A procurement system that is able to meet appropriate acquisition requirements of local recipient NGOs for small amounts of goods, supplies, or equipment.

## **VII. Relationship between the Contractor and USAID**

The Chief of Party under the contract will report directly to the USAID/West Bank and Gaza Cognizant Technical Official (CTO). The Chief of Party and the Contractor's staff will be expected to establish collegial working relationships with USAID staff working in Community Services and Health and USAID supported Contractors and PVOs working in emergency relief, community services, and health.

USAID direct involvement in this project includes, but is not limited to:

- a. Determination of grantee selection criteria for different types of grants. The Contractor will design the grantee selection criteria and submit to USAID for approval.
- b. USAID will approve the grant-making process, including the Grants Manual and application forms.
- c. USAID will approve the semi-annual audit and financial reports.
- d. USAID will approve the selected CPA firm to conduct audits of recipients.
- e. All grants shall be subject to USAID's approval before any grant agreement is signed between the Contractor and a recipient.
- f. USAID must approve the initial rapid needs assessment and the ongoing needs assessment, with particular focus on the direction and emphasis of grant award selection criteria.
- g. USAID shall approve any technical assistance interventions contemplated by the Contractor.
- h. USAID shall approve key personnel of the Contractor.

Per USAID's requirements for Grants Under USAID Contracts, USAID will retain the ability to terminate grant activities unilaterally.

## **VIII. REFERENCES**

Palestinian National Authority. Ministry of Planning and International Cooperation. Palestine Poverty Report. 1998.

USAID/BHR/OFDA. Humanitarian Assessment for West Bank and Gaza. December 19, 2000.

Minutes of Meeting. Heath Sector Group Meeting. Ramallah Hospital. July 2001

UNSCO, The Impact on the Palestinian Economy of Confrontations, Mobility Restrictions and Border Closures, 1 October 2000-31 January 2001. Gaza: Office of the United Nations Special Co-ordinator. [www.unsco.org](http://www.unsco.org)

The World Bank. Poverty in the West Bank and Gaza. World Bank. January 2001.  
[http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/\\$File/poverty+report.pdf](http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/$File/poverty+report.pdf)

## SECTION D - PACKAGING AND MARKING

### D.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

#### I. AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7009	MARKING	JAN 1993

[End of Clause]

[End of Section <sup>D</sup>]

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252- 2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES-COST REIMBURSEMENT	APR 1984
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/West Bank and Gaza  
C/O U.S. Embassy  
71 Hayarkon St.  
Tel Aviv 63903 Israel

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

[End of Clause]

[End of Section E]

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

[End of Clause]

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is estimated to be o/a April 1, 2002 through March 31, 2004.

### F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be in accordance with the performance standards set forth in Section C, Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

### F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Section C and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

Two copies of all reports will be submitted in English, by the Contractor, to the USAID CTO, identified in Section G of the Contract.

#### 1. Implementation Report

An initial Implementation Report will be required 45 days after contract award date. This Report will describe activities undertaken to facilitate start-up of the project, any delays/problems encountered and solutions, and planned additional activities to be undertaken to facilitate start-up. The Implementation Report will include the findings of the initial rapid assessment to target the first round of project grant-making. The Report will also include a description of any proposed deviations from the Contractor's technical proposed approach and a discussion of why the deviation is recommended.

#### 2. Annual Work Plan

An Annual Work Plan shall be submitted once a year, and updated as necessary. This Plan will include projected tasks for the coming year and a chart listing indicators and results and showing current levels of accomplishment towards those indicators and results. The Annual Workplan will include the selection criteria for grants and annotate proposed changes to such in order to allow project flexibility and responsiveness, describe the establishment and implementation of a needs assessment system and propose how outputs of this system are to be reported, analyzed, and to inform the project. The Annual Workplan will, furthermore, describe the monitoring and evaluation system, including methods of

data collection and reporting and analytic methodology. The Annual Work Plan shall include a narrative analysis of project responsiveness to changes in the political/community status quo.

### 3. Financial Reports

Financial Reports will be submitted on a quarterly basis and should outline the amount of funds spent on each component of the project and an estimate of future funding for each component required.

### 4. Audits and Financial Reviews

The Contractor will contract for the services of one or more CPA firms, approved by USAID, to conduct pre-award management reviews, annual audits of each organization receiving more than \$100,000 per year, and annual financial reviews of each organization receiving \$100,000, or less per year. All such audits and reviews will be performed in accordance with International Audit Standards and USAID audit guidelines and regulations.

The Contractor will provide USAID with semi-annual reports on the status of all audits and financial reviews and all open audit finding. The Contractor will also provide copies to USAID of annual audit statements and other financial reports for sub-grantees as available.

### 5. Progress Reports

Progress reports are to be submitted quarterly, with the first Implementation report viewed as the first quarterly report. These reports will indicate, in detail, the progress made in implementing the project, results, and obstacles. The data and analysis on the ongoing needs assessment and monitoring systems will also be included in the quarterly reports.

### 6. Final Report

The contractor will submit a final report at the end of the project. This report will report objective activities (e.g. number of grants, to whom, for what, target beneficiaries) and needs assessment activities and findings. The final report will analyze the effectiveness of the project in terms of delivering emergency assistance and services to needy people, pegging that delivery against findings of the needs assessments.

## **F.5 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI**

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111  
Telephone Number 703-351-4006, ext. 100  
Fax Number 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

[End of Clause]

## **F.6 KEY PERSONNEL**

The key personnel identified below are considered essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer, the Contractor shall be responsible for providing such personnel for performance at the level of effort and for the term required. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor shall immediately notify the Contracting Officer and the COTR of any Key Personnel's departure and the reasons therefore. The Contractor shall take steps to immediately rectify this situation and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer whether provided in advance or by ratification.



Chief of Party

Grants and Procurement Manager

[End of Clause]

[End of Section F]

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES AND AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

[End of Clause]

### G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/West Bank & Gaza  
Office of Contracts Management  
C/O U.S. Embassy  
71 Hayarkon Street  
Tel Aviv, 63903 Israel

### G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is \_\_\_\_\_ or his or her designee at:

USAID/West Bank & Gaza  
Office of Contracts Management  
C/O U.S. Embassy  
71 Hayarkon Street  
Tel Aviv, 63903 Israel

### G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

**(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.**

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## **G.5 PAYING OFFICE**

The paying office for this contract is:

Financial Management Office  
USAID/West Bank | Gaza

Unit 7228, Box 0026  
APO AE 09830

[End of Clause]

## **G.6 ACCOUNTING AND APPROPRIATION DATA**

To Be Included in the Award Document

[End of Section G]

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### **H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL**

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

Please be further advised that in accordance with the State Department's Travel Policy dated September 21, 2001, all Contractors are required to obtain written confirmation of country clearance from post, even if such clearance was provided prior to September 11, 2001.

[End of Clause]

### **H.2 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Sara Payne or Diane Ford  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: 703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation  
P.O. Box 5375  
Timonium, MD 21094-5375  
Telephone: (410) 453-6300 in Maryland ;  
or (800) 537-2029 (toll-free)  
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

### **H.3 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 000.

#### **H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

(To Be Included in Award Document if applicable)

[End of Clause]

#### **H.5 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas. It is expected that the offeror will establish offices in the West Bank and Gaza. Expatriate employees are authorized to reside in the West Bank as a matter of Corporate discretion.

#### **H.6 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have adequate English and/or Arabic proficiency to perform technical services where applicable.

#### **H.7 PERSONNEL COMPENSATION**

(a) Limitations:

- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.**
- (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.**

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

**Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.**

(d) Annual Salary Increases

**One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.**

(e) Consultants

**No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.**

(f) Initial Salaries

**The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. ( any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).**

**NOTE: The maximum daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.**

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

**(1) Non-overseas Employees - the length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.**

(2) Overseas Employee - the work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007).

## **H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan, upon approval, will be incorporated as a material part of the Contract upon award.

**In accordance with FAR 52.219-9, the SF 294 and SF 295 should be forwarded to the following address:**

U.S. Agency for International Development  
Office of Small and Disadvantaged Business Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

## **H.9 GRANTS INDER CONTRACTS**

1. General. The Contractor will award one or more grants on behalf of USAID to eligible recipients to further the Program, and will generally administer such awarded grant(s), in accordance with the requirements of USAID's Automated Directives System (ADS) Chapter 303, the provisions of this Agreement and applicable law.
2. USAID Approval of Grantees. The Contractor shall coordinate with USAID with respect to the establishment of selection criteria for grantees, such that USAID shall have substantial involvement in the establishment of the selection criteria. Before awarding a proposed grant, the Contractor must receive the prior written approval of USAID, including USAID approval as to: (1) the identity of the proposed grantee, (2) the amount of the proposed grant, and (3) the nature of the grant activities.
3. Ineligible Recipients. Without the prior written consent of the USAID Contracting Officer of the Contract (the "Contracting Officer"), the Contractor may not award any grant to: (1) any entity which is a "private voluntary organization" ("PVO") but has not registered as such with USAID; (2) any entity whose name appears on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; (3) any "public international organization"; (4) any governmental organization; or (5) any entity affiliated with the Contractor or any of its directors, officers or employees. In the case of an unregistered PVO which the Contractor believes might be able to undertake useful grant activities to further the Program, the Contractor may encourage the organization to register as a PVO with USAID, provided that the Contractor makes no promise, actual or implied, that the organization shall thereafter receive a grant.
4. Award of Grants. Without limiting the foregoing, this Section sets forth a brief overview of the Contractor's grant-making responsibilities. Grant-making duties include: (1) with USAID, establishing eligibility and selection criteria; (2) selecting grant recipients in accordance with competition requirements; and (3) after securing USAID's approval, drafting, negotiating and awarding grants.
5. Selection Criteria for the Program. The cognizant USAID technical office will provide information to the Contractor as to the desired objectives to be met by the grant activities to be supported through the Program. The USAID Tech Office may give the Contractor guidance as to the estimated number of grants to be awarded (and any limitations on the dollar amounts thereof) and as to the type of organization to be targeted for assistance (e.g., health care, farmers, etc.). USAID will have substantial involvement in the selection criteria for the grantees.
6. Form of Grant. Each grant awarded by the Contractor on behalf of USAID under this Agreement shall be comply with the Contractor's grant manual, which requires Contracting Officer approval and generally follows the requirement found in ADS 303.
7. Term of Grants. The Contractor may not award any grant for a period extending beyond the estimated termination or completion date of its Contract and whose term should allow for the orderly close-out prior to the expiration date of the contract.
8. Amount of Grants. The total estimated value of the grant program will be stipulated in the contract schedule upon award.



9. Right of USAID to Supersede Contractor Decisions. Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this Agreement, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement.

10. Conflicts. In performing its duties hereunder, the Contractor shall scrupulously avoid any conflicts of interest. Should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the Contracting Officer.

11. Records Retention. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the Contracting Officer or his/her designee. USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

12. Liability. The Contractor shall have no liability to USAID with respect to its awarding and administration of grants on behalf of USAID hereunder, or with respect to the acts or omissions of its grantees hereunder, except to the extent that losses to the USAID foreign assistance program arise from the Contractor's negligence or bad faith in performing its responsibilities hereunder.

#### **H.10 PROHIBITION AGAINST FOREIGN TERRORIST ORGANIZATIONS**

The award will prohibit transacting business with, and/or furnishing support to, groups and individuals linked to terrorism or political violence. Each Proposal must describe the steps the Offeror would take to assure: 1) that no such persons benefit from the award, and 2) that recipients of assistance under the award also adhere to this prohibition. The prohibition includes but is not limited to entities and individuals named by the Office of Foreign Assets Control (OFAC) or in Presidential Executive Orders of September 24, 2001 and July 26, 2001 blocking property of certain named groups and entities associated with terrorism or violence. Note that additional comparable Executive Orders and OFAC lists may be issued as circumstances warrant and that additional names may be added to (or deleted from) the lists. USAID will include an attachment to the Award (see Section J) identifying the proscribed groups and individuals as of that date, but the successful offeror will be required to stay abreast of changes in the lists so as to avoid assisting any ineligible person.

#### **H.11 CONFLICTS OF INTEREST**

(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), *i.e.*, because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further discussion of OCIs may be found in FAR 9.5.

(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

(c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.

(d) If the potential conflict relates to performance of the work hereunder ( e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.

(e) If the potential conflict relates to future activities ( e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.

(f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.

(g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203 -10]), may be taken by USAID.

(h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203 -10]), may be taken by USAID.

(i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

## **H.12 PROCUREMENT INTEGRITY**

(a) It is understood and agreed that some of the work required hereunder may require that the Contractor or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor") have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information (as defined in FAR 3.104).

(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate other wise and satisfy the Contracting Officer that such imputation is unreasonable.

(c) Only the Contracting Officer (or the USAID Administrator) may authorize the Contractor to have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information. Accordingly, the Contractor agrees not to undertake any activity in which it may have access to/assist in development of proprietary information,

contractor bid or proposal information, or source selection information, without first notifying the Contracting Officer and receiving the Contracting Officer's authorization to undertake that activity.

**(d)** A "competing contractor" may not have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information. A "competing contractor" is defined as an individual or organization which is, or is reasonably likely to become, a competitor for, or the recipient of, a contract or subcontract under the procurement for which they have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information while performing work under this contract. In this context, a consultant agreement or employment with a contractor for that other procurement is considered a subcontract.

**(e)** Thus, performance of such work under this contract would necessarily restrict the ability of the Contractor to be involved in that other procurement, and appropriate restrictions on future participation in that other procurement would be required.

**(f)** If the Contractor may be a "competing contractor," the Contracting Officer shall not authorize the Contractor to have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information unless the Contractor agrees to accept restrictions on its participation in that other contract. If such restrictions are to be placed, the Contractor may decline to perform work under this contract in which it will have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information for another procurement.

**(g)** If the Contractor is authorized by the Contracting Officer to have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information, the Contractor will be subject to FAR 3.104-4, and shall not disclose such information to any unauthorized person (see Section H.9 .[c] above, whereby only the Contracting Officer may authorize release of/access to proprietary information, contractor bid or proposal information, or source selection information).

**(h)** Unless the Contractor is authorized by the Contracting Officer to have access to/assist in development of proprietary information, contractor bid or proposal information, or source selection information, the Contractor is not authorized to have such access or to assist in development of such information. The Contractor has an obligation to inquire as to whether any information constitutes proprietary information, contractor bid or proposal information, or source selection information before receiving such information. Failure to inquire, or receiving such information without proper authorization, is a violation of Procurement Integrity requirements. The Contractor also has an obligation to notify the Contracting Officer of any possible violations of such Procurement Integrity requirements.

**(i)** Violations of the foregoing by the Contractor may result in contractual, civil, and/or criminal penalties as permitted by law (also see the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203 -10]).

The Contractor agrees to provide training, at no direct cost to this contract, to its personnel on their responsibilities and obligations under this Section H.9. and all other Procurement Integrity requirements.

**(j)** Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

[End of Section H]

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS—NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATION	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED FEE	MAR 1997
52.219-3	NOTICE OF TOTAL HUBZONE SET-ASIDE	JAN 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2000
	ALTERNATE II	OCT 2000
52.222-3	CONVICT LABOR	AUG 1996

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.228-3	WORKERS COMPENSATION INSURANCE	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 2001
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JAN 1997
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	JUN 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996

52.253-1

## COMPUTER GENERATED FORMS

JAN 1991

## AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.	
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	OCT 1996
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

[End of Clause]

## **I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing: (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days. (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall- (1) Maintain current, accurate, and complete inventory records of assets and their costs; (2) Provide the ACO or designated representative ready access to the records upon request; (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

[End of Clause]

## **I.3 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)**

- (a) Definitions. As used in this clause-  
"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.  
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items: ( i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.2198 in lower tier subcontracts that offer subcontracting opportunities. (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246). (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212(a)). (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996). (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

## **I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://arinet.gov/far/>

## **I.5 COMMUNICATIONS PRODUCTS (OCT 1994)**

- (a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds ;
  - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
  - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
  - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

[End of Clause]

[End of Section I]



## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### SECTION J - LIST OF ATTACHMENTS

- 1        USAID Geographic Codes
- 2        USAID FOR 1420-17 - Contractor Employee  
Biographical Data Sheet
- 3        SF LLL - Disclosure of Lobbying Activities
- 4        List of Organizations Requesting Document
- 5        Model Small Business/Small Disadvantaged  
Subcontracting Plan
- 6        SF 294 - Subcontracting Report for  
Individual Contracts
- 7        AID 1420-62 - A.I.D. Contractor Employee  
Physical Examination Form
- 8        List of Foreign Terrorist Organizations
- 9        Palestinian National Authority- see Section C
- 10       USAID/BHR/OFDA- see Section C
- 11       Health Sector Group Meeting- see Section C
- 12       UNSCO- see Section C  
[www.unsco.org](http://www.unsco.org)
- 13       The World Bank- see Section C  
[http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/\\$File/poverty+report.pdf](http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/$File/poverty+report.pdf)

[ATTACHMENT 1]

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

[ATTACHMENT 2]

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

This form can be downloaded at the following web site:

[http://www.usaid.gov/procurement\\_bus\\_op/procurement/forms/](http://www.usaid.gov/procurement_bus_op/procurement/forms/)

[ATTACHMENT 3]

SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

This form can be downloaded at the following web site:

[http://www.usaid.gov/procurement\\_bus\\_op/procurement/forms/](http://www.usaid.gov/procurement_bus_op/procurement/forms/)

[ATTACHMENT 4]

LIST OF ORGANIZATIONS REQUESTING DOCUMENT (as of November 30, 2001)

No.	Company
1.	<p>Marialisa Miller &amp; H. Robert Kramer Humanitarian Assistance Advisor Chemonics International/Global Division Political &amp; Economic Transitions Practice Group 1133 20<sup>th</sup> St., NW Washington, DC 20036 USA</p> <p>Tel: 202-955-7484 / 7456 Fax: 202-955-4050 E-mail: <a href="mailto:mmiller@chemonics.com">mmiller@chemonics.com</a></p>
2.	<p>Jon Howard The Howard Group P.O. Box 496 Windsor, CA 95492-0496 USA</p> <p>Tel: 800-509-7954 E-mail: <a href="mailto:thehowardgroup@yahoo.com">thehowardgroup@yahoo.com</a></p>
3.	<p>Seth Tuengel Business Development Coordinator Middle East Region Chemonics International</p> <p>Tel: 202-955-3334 Fax: 202-955-3400 E-mail: <a href="mailto:stuengel@chemonics.com">stuengel@chemonics.com</a></p>
4.	<p>Saadia Ali Senior Program Assistant AMIDEAST 1730 M St., NW, Suite 1100 Washington DC, 20036 USA</p>

	<p>Tel: 202-776-9645  Fax: 202-776-7045  E-mail: <a href="mailto:sali@amideast.org">sali@amideast.org</a></p>
5.	<p>Joanne McKernan  Worldnet  E-mail: <a href="mailto:Joanne.mckernan@worldnet.att.net">Joanne.mckernan@worldnet.att.net</a></p>
6.	<p>Michael Gebremedhin  Business Development Coordinator  University Research Co., LLC  7200 Wisconsin Avenue, Suite 600  Bethesda, MD 20814-4811  USA</p>
	<p>Tel: 301-941-8527  Fax: 301-941-8427  E-mail: <a href="mailto:mgebremedhin@urc-chs.com">mgebremedhin@urc-chs.com</a>  <a href="http://www.urc-chs.com">www.urc-chs.com</a></p>
7.	<p>Patrick Sommerville  New York University  E-mail: <a href="mailto:partick.sommerville@nyu.edu">partick.sommerville@nyu.edu</a></p>
8.	<p>Danielle Haley  Project Coordinator  John Snow, Inc.  E-mail: <a href="mailto:danielle_haley@jsi.com">danielle_haley@jsi.com</a></p>
9.	<p>Timothy J. Ryan  Project Manager  AMEX International, Inc.  Tel: 202-429-0222  Fax: 202-429-1867  E-mail: <a href="mailto:Timothy_Ryan/Amexdc@Amexdc.com">Timothy_Ryan/Amexdc@Amexdc.com</a></p>
10.	<p>Elizabeth A. Brodbine Ghoniem  Tel: 781-721-0364  Mobile: 617-513-3503  E-mail: <a href="mailto:eghoniem@mediaone.net">eghoniem@mediaone.net</a></p>
11.	<p>Sharon Christenson  Manager  Abt Associates Inc.  55 Wheeler Street  Cambridge, Massachusetts  02138-1168, USA  Tel: 617-492-7100  Fax: 617-520-2967  E-mail: <a href="mailto:Sharon_Christenson@abtassoc.com">Sharon_Christenson@abtassoc.com</a>  <a href="http://www.abtassoc.com">www.abtassoc.com</a></p>
12.	<p>Fawaz Arafat  ICS Technologies, Inc.  6663A Old Dominion Dr.  McLean, VA 22101  USA  Tel: 703-448-3700  E-mail: <a href="mailto:farafat@icsgroupusa.com">farafat@icsgroupusa.com</a></p>

13.	Joy Benn Senior Contract Administrator PADCO, Inc. 1025 Thomas Jefferson St., N.W. Suite 170 Washington, DC 20007-5209
	Tel: 202-944-2599 Fax: 202-944-2350 E-mail: <a href="mailto:jbenn@padcoinc.com">jbenn@padcoinc.com</a>
14.	Ed Harvey Project Manager ARD, Inc. 159 Bank St., Suite 300 Burlington, VT 05401
	Tel: 802-658-3890 Fax: 802-658-4247 E-mail: <a href="mailto:eharvey@ardinc.com">eharvey@ardinc.com</a> , <a href="mailto:dgreen@ardinc.com">dgreen@ardinc.com</a> , <a href="mailto:rpayne@ardinc.com">rpayne@ardinc.com</a> <a href="http://www.ardinc.com">www.ardinc.com</a>
15.	Delila Khaled Business Development Manager The Service Group, Inc. 2300 Clarendon Boulevard, Suite 1110 Arlington, Virginia 22201 USA
	Tel:703-465-5878 (Direct) 703-522-7444 (Main) Fax: 703-522-2329 E-mail: <a href="mailto:dkhaled@tsginc.com">dkhaled@tsginc.com</a> <a href="http://www.tsginc.com">www.tsginc.com</a>
16.	Karen Hirschfeld
	Tel: 202-548-0590 E-mail: <a href="mailto:kHirschfeld@imc-la.org">kHirschfeld@imc-la.org</a>
17.	Charles Carson Assistant Director (Consultancy) Nicare Belfast
	Tel: 00-44-28-9023-3788 Fax: 00-44-28-9023-5215 E-mail: <a href="mailto:hqmail@nicare.n-i.nhs.uk">hqmail@nicare.n-i.nhs.uk</a>
18.	Ibrahim Hijazi American Development Foundation For Palestine
	Tel: 415-239-5800 Gaza Tel: 08-207-1320 E-mail: <a href="mailto:iahijazi@aol.com">iahijazi@aol.com</a>
19.	Earl Wall CARE International West Bank & Gaza
	Tel: 02-628-7287 E-mail: <a href="mailto:wall@carewb.org">wall@carewb.org</a>
20.	Bassam Abdul-Rahim MASSAR
	Tel: 02-295-9110 Fax: 02-295-9110 E-mail: <a href="mailto:brahim@massar.com">brahim@massar.com</a> or <a href="mailto:info@massar.com">info@massar.com</a>

21.	Laura Ruesjas ECODIT 1800 N. Kent St., Suite 930 Arlington, VA 22209
	Tel: 703-841-1883/4 Fax: 703-841-1885 <a href="http://www.ECODIT.com">www.ECODIT.com</a>
22.	Samuel Doyle
	Tel: 214-505-8712 Email: <a href="mailto:samuel_d_doyle@hotmail.com">samuel_d_doyle@hotmail.com</a> or <a href="mailto:binarus@hotmail.com">binarus@hotmail.com</a>
23.	Taghrid Lahham Operations Manager ACDI/VOCA
	E-mail: <a href="mailto:taghrid@acdivocawbg.org">taghrid@acdivocawbg.org</a>
24.	Bert Pena
	E-mail: <a href="mailto:pena@uconnvm.uconn.edu">pena@uconnvm.uconn.edu</a>
25.	Mark White AmeriCEC 2222 Martin Street, Suite 104 Irvine, CA 92612
	Tel: 949-863-1331 Fax: 949-863-1339 E-mail: <a href="mailto:mark@pginside.com">mark@pginside.com</a>
	Basim Sayigh AmeriCEC 702 Marshall Street, Suite 513 Redwood City, CA 94063
	Tel: 650-599-9064 Fax: 650-599-9065 E-mail: <a href="mailto:bsayigh@americec.com">bsayigh@americec.com</a>
26.	Catherine Granel International Liaison Officer MEDECINS DU MONDE INTERNATIONAL DOCTORS OF THE WORLD INTERNATIONAL 375 West Broadway, 4th floor New York, NY 10012 Tel: 212-226-9890 x233 Fax: 212-226-7026 E-mail: <a href="http://www.mdm-international.org">www.mdm-international.org</a>

[ATTACHMENT 5]

MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE \*

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number : \_\_\_\_\_

Project Title: \_\_\_\_\_

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b ) prescribes the use of the clause at FAR 52.219 -9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219 -9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer -employee relationship entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

1. Type of Plan (Check One)

\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

\_\_\_\_ Commercial products plan (Contractor sells large quantities of off -the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company -wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women -owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a)(1).

A. Total estimated dollar value of all planned subcontracting , i.e., with all types of organizations under this contract, is \$ \_\_\_\_\_.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns: \$ \_\_\_\_\_ and \_\_\_\_\_ %\*

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$ \_\_\_\_\_ and \_\_\_\_\_ %\*

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \$ \_\_\_\_\_ and \_\_\_\_\_ %\*

(\*Expressed as a percentage of "A")

E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB). (check all that apply)

Subcontracted Product/Service LB SB SDB W-OSB

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary.)

F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women -owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women -owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women -owned small businesses were determined -- include any source lists used in the determination process).

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G. Indirect costs have been \_\_\_\_\_ have not been \_\_\_\_\_ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women -owned small business concerns.

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3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company -wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women -owned small business concerns; assuring that small, small disadvantaged, and women -owned small businesses are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged, and women -owned small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women -owned small businesses;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women -owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;



- G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs , Procurement Conferences, etc.;
- H. Ensuring small, small disadvantaged, and women -owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;
- I. Conducting or arranging for the co nduct of training for purchasing personnel regarding the intent and impact of Public Law 95 -507 et seq on purchasing procedures;
- J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;
- K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;
- L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,
- M. Other duties: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### 4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small , small disadvantaged, and women -owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

##### A. Outreach efforts to obtain sources:

- 1. Contacting minority and small business trade association ;
- 2. Contacting business development organiza tions;
- 3. Attending small and minority business procurement conferences and trade fairs ;
- 4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
- 5. Placing newspaper and magazine a ds, which encourage new sources.

##### B. Internal efforts to guide and encourage purchasing personnel:

- 1. Presenting workshops, seminars, and training programs ;
- 2. Establishing, maintaining, and using small, small disadvantaged, and women -owned small businesses source lists, guides, and other data for soliciting subcontracts; and
- 3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

#### 5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4)

#### 6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period		Report Due	
Oct 1 - Mar 31		SF 294	04/30
Apr 1 - Sep 30	SF 294		10/30
Oct 1 - Sep 30	SF 295		10/30

#### ADDRESSES

- (a) SF 294 and
- (b) SF 295 to be submitted to:

Director  
Office of Small and Disadvantaged Business  
Utilization/Minority Resource Center  
U.S. Agency for International Development  
Washington, DC 20523-1414

#### 7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

- A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;
- C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and
- F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- G. Additional records: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

This subcontracting plan was submitted by:

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Prepared: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

**[ATTACHMENT 6]**

SF 294 SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

This form can be downloaded at the following web site :

[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

**[ATTACHMENT 7]**

AID 1420 - 65 AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

This form can be downloaded at the following web site :

[http://www.usaid.gov/procurement\\_bu s\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bu s_opp/procurement/forms/)

**[ATTACHMENT 8]**

LIST OF FOREIGN TERRORIST ORGANIZATIONS

(To Be Included in the Award Document)

**[ATTACHMENT 9]**

PALESTINE POVERTY REPORT

To be delivered upon request

**[ATTACHMENT 10]**

HUMANITARIAN ASSESSMENT FOR WEST BANK AND GAZA

To be delivered upon request

**[ATTACHMENT 11]**

MINUTES OF THE HEALTH SECTOR GROUP MEETING

To be delivered upon request

**[ATTACHMENT 12]**

**UNSCO'S REPORT ON THE PALESTINIAN ECONOMY**

This report can be downloaded at the following web site .

[www.unsco.org](http://www.unsco.org)

**[ATTACHMENT 13]**

**THE WORLD BANK REPORT ON THE POVERTY IN THE WEST BANK AND GAZA**

This form can be downloaded at the following web site .

[http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/\\$File/poverty+report.pdf](http://lnweb18.worldbank.org/mna/mena.nsf/Attachments/Poverty+Report+WBG/$File/poverty+report.pdf)

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

#### **K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252- 1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

#### **FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.204-5	WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS	MAY1999
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995

#### **K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

**(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.**

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)( i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)( i)(D) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

-----  
Place of performance (street

| Name and address of owner and

address, city, state, facility	operator of the plant or facility
county, zip code)	if other than offeror
	or respondent


**K.5 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONSNEGOTIATION OCT 1997**

The offeror has [check the appropriate block]:

- ☐ (a) Submitted to the contracting office issuing this solicitation, annual representations and certifications dated \_\_\_\_\_ [insert date of signature on submission] that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows [insert changes that affect only this proposal; if "none," so state]:
- ☐ (b) Enclosed its annual representations and certifications.

[End of provision]

**K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001) ALTERNATE I AND ALTERNATE II (OCT 2000)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is--
- (2) The small business size standard is .
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**(b) Representations:**

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--



(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both ;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that- (i) It is, or is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and (ii) It is, or is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls: \_\_\_\_ Black American. \_\_\_\_ Hispanic American. \_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians). \_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru). \_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal). \_\_\_\_ Individual/concern, other than one of the preceding.

## **K.7 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000)**

(a) Definition. "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity. (b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [ ] is, [ ] is not an emerging small business. (c) [Complete only if the Offeror is a small business or an emerging small business, indicating its size range.] Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
____ 50 or fewer	____ \$1 million or less
____ 51 - 100	____ \$1,000,001 - \$2 million
____ 101 - 250	____ \$2,000,001 - \$3.5 million
____ 251 - 500	____ \$3,500,001 - \$5 million
____ 501 - 750	____ \$5,000,001 - \$10 million
____ 751 - 1,000	____ \$10,000,001 - \$17 million

<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million
-------------------------------------	--

[End of provision]

**K.8 52.219-21 Small Business Size Representation for Targeted Industry Categories under the Small Business Competitiveness Demonstration Program (May 1999)**

[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]

Offeror's number of employees for the past 12 months [check this column if size standard stated in solicitation is expressed in terms of number of employees] or Offeror's average annual gross revenue for the last 3 fiscal years [check this column if size standard stated in solicitation is expressed in terms of annual receipts]. [Check one of the following.]

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

[End of Clause]

**K.9 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) AND ALTERNATE 1 (OCT 1998)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification ;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall: (1) Be punished by imposition of a fine, imprisonment, or both; (2) Be subject to administrative remedies, including suspension and debarment; and (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

[ End of Clause]

#### **K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

#### **K.12 52.223-13 Certification of Toxic Chemical Release Reporting (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995. (b) By signing this offer, the offeror certifies that- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or (2) None

of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.] ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c); ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A); ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA); ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of provision]

### **K.13 52.230-1 Cost Accounting Standards Notices and Certification (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. Disclosure Statement-Cost Accounting Practices and Certification**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1. (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below: ☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: ( i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: \_\_\_\_\_  
Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows: Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. ☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

<input type="checkbox"/> yes	<input type="checkbox"/> no
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[End of Clause]

Alternate I (Apr 1996), add the following paragraph (c)(5) to Part I of the basic provision:

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete): ☐ (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency. ☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award. Name and Address of Cognizant ACO or Federal Official \_\_\_\_\_ Where Filed: \_\_\_\_\_.

## K. 14 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

## K.15 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

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**K.16 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.17 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

[End of Section K]

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM	JUN 1999
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION ALTERNATE I	MAR 2001 OCT 1997
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1993
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999

### L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable. ( i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office. (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities; (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item. (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or



market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) Requirements for cost or pricing data . If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies: (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408. (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2. (End of provision)

### **L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) (as applicable) Contract resulting from this solicitation.

### **L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address :

Ms. Erin E. McKee, Contracting Officer  
Office of Contracts Management  
USAID C/O American Embassy  
71 Hayarkon Street  
Tel-Aviv, Israel 63903

Mailing Address :

Ms. Erin E. McKee, Contracting Officer  
Office of Contracts Management  
USAID  
Unit 7228, Box 0026  
APO AE 09830

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://arnet.gov/far/>

### **L.6 GENERAL INSTRUCTIONS TO OFFERORS**

- (a) The offeror should submit the proposal either:

(i) electronically - internet email with up to 9 attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending three paper copies of a technical proposal and one original and one copy of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of three paper copies of a technical proposal and one original and one copy of a cost proposal to the issuing office.

(iv) Regardless of the method used, the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals - all offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation - the US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

## L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

**(b) The past performance references required by this section shall be included as an annex or an attachment of the technical proposal.**

(c) Detailed information should be presented only when required by specific RFP instructions. Technical proposals are limited to 40 pages ( excluding annexes), OVER 40 PAGES WILL NOT, REPEAT NOT, BE EVALUATED, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

## L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

act proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

## L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) Each offeror shall provide a budget for each line item (CLIN) listed in Section B. Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/subagreement (provide separate breakdown) as follows for each year of the Contract.

Cost Element/CLIN	Amount
Salaries and wages	
Fringe benefits	
Overhead	
Consultants	
Travel/Transportation/Per Diem	
Overseas Allowances	
Nonexpendable Property	

Other Direct Costs	
Subcontracts	
G&A (if applicable)	
TOTAL ESTIMATED COST	
FIXED FEE	
TOTAL ESTIMATED COST plus FIXED FEE	

- (b) If the contractor is a joint venture or partnership, the business management proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
- (c) Detail of the offeror's management structure as it relates to performance of services described in Section C.
- (d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.
- (e) A completed Certificate of Current Cost or Pricing Data (see Section J of this solicitation) for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)
- (f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).
- (g) A copy of the offeror's relevant personnel policies in effect at the time the offer is submitted.
- (h) A copy of the offeror's relevant travel policies in effect at the time the offer is submitted.

[End of Provision]

## **L.10 U.S. GOVERNMENT ESTIMATE**

USAID, under a class deviation to AIDAR, Appendix A, Section 2(a), hereby provides the estimate for performance of the work required hereunder. The total estimate for this work does not exceed \$10,000,000.00

[End of Provision]

## **L. 11 EEO COMPLIANCE REVIEW (OCT 1997)**

If the award, when let, should total \$10 million or more, the prospective contractor and its known first-tier subcontractors with subcontracts of \$10 million or more shall be subject to a compliance evaluation before the award of the contract unless OFCCP has conducted an evaluation and found them to be in compliance with Executive Order 11246 within the preceding 24 months.

[End of Provision]

[End of Section L]

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this section.

(b) The cost proposal will be scored by the method described in this section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

### M.2 EVALUATION FACTORS FOR AWARD

Item		
<b>1.0</b>	<b>Technical Proposal</b>	<b>45</b>
1.1	Procedures and system proposed for grants award	10
1.2	Understanding of the NGO sector of the West Bank & Gaza	10
1.3	Clear, simple, implementable system for needs assessment proposed	10
1.4	Monitoring and evaluation system	10
1.5	Innovative solutions to providing grants to underdeveloped NGOs	5
<b>2.0</b>	<b>Personnel and Management Plan</b>	<b>45</b>
2.1	Grants Manager - Key Position	15
2.2	Chief of Party- Key Position	10
2.3	Human and Physical facility plan and staffing pattern	10
2.4	Additional key positions and qualifications of individuals proposed	5
2.5	Regional experience, particularly West Bank and Gaza experience	5
<b>3.0</b>	<b>Firm's Technical Capability and Past Performance</b>	<b>10</b>
3.1	Demonstrated capability and experience in past projects.	5
3.2	Documentation for past experience in implementing similar activities	5
<b>Total</b>		<b>100</b>
<b>100</b>		

## **1.0 Technical Proposal (a total of 45 points is possible)**

- 1.1 Detailed and clear procedures and system proposed for grant awards, including demonstrated understanding of potential procurement needs and how these needs can be met.
- 1.2 Demonstration of understanding of the NGO sector of the West Bank and Gaza as a potential vehicle for delivery of emergency assistance and services and creative and innovative ways to deliver emergency assistance through the NGO sector. Demonstration of knowledge of the strengths and weakness of NGOs as potential implementation partners and the structure and character of the sector.
- 1.3 Clear, simple, implementable system for a needs assessment is proposed that will target and direct the project grant making in order to deliver benefits, services, and resources to those most in need.
- 1.4 The proposal monitoring and evaluation system is straightforward and easy to operate and will: (i) track performance of individual grants, and (ii) monitor performance of the project, identifying and responding to emergency needs.
- 1.5 Innovative solutions for providing grants to NGOs that are clearly capable of delivering identified assistance to targeted populations, but that are poorly capitalized and/or that have poor internal financial control systems.

## **2.0 Personnel and Management Plan (a total of 45 points is possible)**

- 2.1 The Offeror shall identify a grants manager that has extensive knowledge of USAID procedures for awarding grants and procurement. This individual should have extensive knowledge of USAID grants management, including: (a) policies and procedures; (b) Federal requirements for awarding and administering grants; and (c) 22 CFR 226.228 and Automatic Directive Series (ADS) 303.
- 2.2 The Offeror shall identify a COP with a minimum of 3 years managing USAID funded contracts as a COP and a minimum of 5 years experience in emergency assistance, community development, and NGOs in a developing country.

The evaluation of the above Key Personnel will be based on the extent to which the proposed Key Positions, and the proposed staffing for those positions, meet the requirements for executing the scope of work as specified in Section C. Evaluation will also include the strengths and qualifications of the Key Personnel proposed, in relation to the required qualifications identified in Section C, and the strengths of the Key Personnel team as a whole.

- 2.3 Human and physical facility plan, including the staffing pattern, shall demonstrate that the Offeror understands the constraints and challenges of the closures in the West Bank and Gaza and the separation of the populations of the West Bank and Gaza. Evaluation of overall staffing will be based on the responsiveness of the types and qualification of staffing proposed in relation to the requirements of the contract. This is in relation to the degree that proposed staffing assures the availability of key expertise in the critical functional areas identified under Section C, and supports the achievement of the results and objectives of the contract, as well as the completion of results and deliverables identified in Section C.
- 2.4 The Offeror shall suggest and describe key positions and identify qualified individuals to fill each position, providing a description of their qualification for the position they will occupy. Per the ADS, the number of key positions is limited to 5 (five). To be considered, all key personnel must have letters of commitment in the proposal, and be available full-time unless exempted.

- 2.5 Regional experience, particularly West Bank and Gaza experience, represented in the COP and the Grants and Procurement Manager.

### **3.0 Firm's Technical Capability and Past Performance**

- 3.1 Demonstrated excellent capability and experience in successful project administration, particularly in the area of grant management, working with NGOs, and responding to emergencies and/or community needs.
- 3.2 Offeror shall include documentation of past experience in implementing similar activities, including performance related to quality, cost control, timeliness, customer satisfaction (funding agency) and customer satisfaction (end user).

Offerors should document their past experience in implementing a project of this nature in a developing country scenario, especially in a Middle Eastern country. Successful achievement of project objectives in another country also should be documented.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources outside the Government. Offerors lacking relevant past performance history will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government, and thus, may be an unsuccessful proposal when compared to the proposals of other offerors. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance experience. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror that fails to provide the past performance information or that fails to assert that it has no relevant directly related or similar past experiences.

## **M.3 COST EVALUATION**

The cost evaluation will include: (1) a cost reasonableness analysis, and (2) a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work, and the offeror's ability to perform the contract.

Price has not been assigned a numerical weight. Offerors are reminded that the Government is not obligated to award a negotiated contract on the basis of the lowest proposed cost (see FAR 15.101-1) or to the Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered significantly more important than cost relative to deciding whom best might perform the work, price and other factors considered. Therefore, after the final evaluation of the proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors. It should be noted that estimated cost is an important factor and its importance as an evaluation factor will increase as the degree of equality of technical competence between proposals increases.

## **M.4 CONTRACT AWARD- BEST VALUE**

(a) The Government intends to evaluate proposals and may award a contract without discussions. However, the Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary. Therefore, each initial offer should contain the Offeror's best proposal from both a cost and a technical standpoint.

(b) Proposals received in response to this solicitation will be evaluated by USAID pursuant to the Federal Acquisition Regulations (FAR) and the Agency for Development Acquisition Regulation (AIDAR). One award will be made on the basis of the Contractor's proposal being the most advantageous to the Government, price and other factors considered.

**(c) In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered. The formula set forth above will be used by the Contracting Officer as a guide in determining which proposals will be most advantageous to the Government.**

#### **M. .5 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[End of Section M]